



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR



KENNETH HAHN HALL OF ADMINISTRATION
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LOS ANGELES, CA 90012

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

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November 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE AMENDMENT NO. 3 TO EXTEND THE TERM OF
CONTRACT WITH COMPUTRUST SOFTWARE CORPORATION FOR
SOFTWARE SUPPORT SERVICES
(3 VOTES)**

**CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATIONS
 ☐ DISAPPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign Amendment No. 3 to the current Contract with CompuTrust Software Corporation (CompuTrust) for the provision of software support and system maintenance services for a term of two years, with an optional twelve-month renewal, which may be exercised by the Treasurer and Tax Collector on a month-to-month basis, not to exceed twelve (12) months, with an annual obligation not to exceed \$410,000, effective January 1, 2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CompuTrust has operated and maintained the extensive decedent and conservatee case management information system, known as LAPIS, for the Treasurer and Tax Collector (TTC) Public Administrator and Department of Mental Health (DMH) Public Guardian Operations since 1990. LAPIS is critical to the support of mandated operations for the Public Administrator decedent estates and Public Guardian conservator cases. Terminals are located at TTC, DMH, County Counsel, and the Department of Coroner. TTC is dependent upon CompuTrust for continued operation and software support of LAPIS, which is written in outdated software language, rendering it vulnerable to failure.

On August 21, 2001, the Board approved a renewal Contract with CompuTrust for the provision of continued software support and system maintenance services through September 13, 2003. Amendment No. 1 to the Contract, dated November 5, 2002, incorporated the latest Board-required contract provisions. On July 1, 2003, the Board approved Amendment No. 2 to the Contract, which extended the term of the contract through December 31, 2005.

Following a Request for Proposals (RFP) for a web-enabled Client Management System (CMS) to replace LAPIS, TTC commenced negotiations with CompuTrust, the sole RFP respondent, to provide the CMS for the County. The TTC is currently in the process of finalizing contract negotiations with CompuTrust to recommend a contract to your Board for the development and maintenance of a new web-enabled CMS to replace the obsolete and vulnerable LAPIS system. Development of a new CMS is projected to take up to two (2) years following the execution of a contract for the new system. Approval of this Amendment will allow TTC to continue to receive maintenance and support services for the current system, LAPIS, through December 31, 2008, by which time a new replacement system, CMS, should be implemented.

Implementation of Strategic Plan Goals

Board approval of this Contract Amendment is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. The Amendment provides for the continuity of software support and system maintenance services provided by the Contractor which supports mandated operations of both the TTC and DMH.

FISCAL IMPACT/FINANCING

The \$410,000 annual Contract amount for providing ongoing LAPIS software support and maintenance services has been included in TTC's 2005-06 budget; subsequent years' costs will be included in annual departmental budget request submissions. The current Contract's annual maximum of \$410,000 has not increased since the beginning of the term of the Contract on September 14, 2001.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The original Contract with CompuTrust, Contract No. 73608, was adopted by the Board on August 21, 2001 with a Contract expiration date of September 14, 2003. Amendment No. 1, executed by TTC and Contractor, incorporated the latest Board-required contract provisions into the Contract. Amendment No. 2, approved by your Board on July 1, 2003, extended the term of the Contract through December 31, 2005. If approved by your Board, this Amendment will become effective January 1, 2006 and shall expire on December 31, 2007, with a twelve-month renewal option through December 31, 2008, which may be exercised by TTC on a month-to-month basis.

County Counsel has approved this Amendment as to form. There is no negative impact to County employees, as CompuTrust has provided the services since the system's implementation.

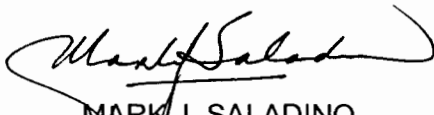
IMPACT ON CURRENT SERVICES

The recommended Amendment extending the term of the Contract will ensure uninterrupted operations of LAPIS and enable TTC and DMH to continue to meet the mandated needs of the decedent and conservatee estates, under administration of both departments, as TTC is transitioning the CMS operations to a new web-based system.

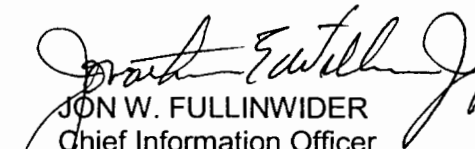
CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the Amendment and one (1) adopted Board letter to the Treasurer and Tax Collector.

Respectively submitted,


MARK J. SALADINO
Treasurer and Tax Collector

Reviewed by:


JON W. FULLINWIDER
Chief Information Officer
(See attached CIO Analysis)

MJS:MH
DHH:dhh
CSC Amendment 2 Blt 10 04 05

Attachments

- c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Department of Mental Health

CIO ANALYSIS

TREASURER AND TAX COLLECTOR AMENDMENT THREE TO AGREEMENT WITH COMPUTRUST SOFTWARE CORPORATION FOR MAINTENANCE AND SUPPORT SERVICES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 2 years # of Option Yrs: 1

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Tony Yakimowich, Chief Deputy

Budget Information :

Y-T-D Expenditures	\$ 13,019,335
Requested Contract Extension Amount	\$ 1,230,000
Aggregate Contract Amount	\$ 14,249,335

Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? Mental Health

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has data for this contract and/or project been entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Treasurer and Tax Collector (TTC) is requesting Board approval of Amendment Three to its current agreement with CompuTrust Software Corporation (CSC) for support of the Los Angeles Public Administrator/Public Guardian Information System (LAPIS). LAPIS is a conservatee case management system supporting the County's Public Administrator/Public Guardian services.

This Amendment will extend the term of the agreement for two years beginning January 1, 2006, and contains an option to extend the Agreement on a month-to-month basis up to twelve (12) months. This Amendment will increase the contract sum by \$1,230,000 for a total of \$14,249,335.

Background:

LAPIS is a custom developed case management information system implemented in June 1984 that supports the TTC administration of decedent estates and guardian operations by Department of Mental Health (DMH). The current agreement was approved by the Board on July 1, 2003, and is scheduled to expire on December 31, 2005.

While currently meeting the County's case management needs, LAPIS is vulnerable to failure due to obsolete software. Also, TTC is solely dependent on the key contractor personnel for continued operation and support. The Department plans to replace LAPIS with a more modern, web-based system. TTC released a Request for Proposal (RFP) in December 2002 to identify potential vendors for a LAPIS replacement and CompuTrust, the existing vendor, submitted the only proposal. Currently, TTC is finalizing contract negotiations with CompuTrust and will be recommending an Agreement to your Board for development and maintenance and support for a new web-based Client Management System (CMS) to replace LAPIS.

Project Justification/Benefits:

Development of this new CMS is projected to take up to two years to develop and implement following your Board's approval of an agreement. This Amendment will allow for the continued operation of LAPIS, which is vital to the County performing its obligations regarding the 3,500 Public Administrator estates and decedents and 5,500 Public Guardian cases, while a new system replacement is being developed and implemented.

Project Metrics

The Agreement identifies standard performance measures that the vendor must adhere to. Deficiencies in performance could lead to monetary deductions.

Impact If Proposal Is Not Approved:

LAPIS is critical to support mandated operations of both TTC and DMH. This Amendment provides maintenance and support services for LAPIS. If it is not approved, mandated decedent and conservator services performed by these departments would be severely impacted.

Alternatives Considered:

No alternatives were considered for these services. CSC is uniquely qualified to maintain and support LAPIS. It developed and installed the system, and has the singular knowledge and experience to support it.

Project Risks:

The project risks are minimal. CSC is simply providing software maintenance and support services.

Risk Mitigation Measures:

Not applicable.

Financial Analysis:

TTC has spent \$13,019,335 year-to-date on LAPIS since its implementation. The maximum contract amount of the Amendment is \$1,230,000, assuming if TTC elects to exercise the twelve-month option under this Amendment. The Department has funds appropriated in its Fiscal Year (FY) 2005-06 budget to cover the maximum \$410,000 annual contract amount.

CIO Concerns:

None

CIO Recommendations:

The CIO recommends approval of this agreement.

CIO APPROVAL

Date Received:

10/26/2005

Prepared by:

Lucy M. Long

Date:

10/26/2005

Approved:

Jonathan Schell

Date:

10/26/2005

**CONTRACT FOR THE PROVISION OF
SOFTWARE SUPPORT SERVICES
CONTRACT NO. 73608**

AMENDMENT NO. 3

This Amendment No. 3 to that certain Contract Number 73608 for the provision of LAPIS Software Support Services (hereafter referred to as "Services") dated August 21, 2001 by and between the County of Los Angeles (hereafter "COUNTY") and CompuTrust Software Corporation (hereafter "CONTRACTOR" or "CompuTrust"), as amended by (i) Amendment No. 1, which incorporated latest COUNTY required contract provisions, dated November 5, 2002, and (ii) Amendment No. 2 for the provision of ongoing LAPIS Software Support Services and extension of the term of the Contract for two (2) years, with six month-to-month renewal options, executed July 1, 2003 (hereafter, collectively "Contract"), is entered into this _____ day of _____, 2005, by and between COUNTY and CONTRACTOR.

WHEREAS, the term of the Contract shall expire on December 31, 2005, and COUNTY requires additional time to implement a system to replace LAPIS; and

WHEREAS, COUNTY requires CONTRACTOR to provide LAPIS Software Support Services during such additional time; and

WHEREAS, CONTRACTOR and COUNTY desire to amend the Contract to extend the term of the Contract for such additional time and to increase the Contract Sum to allow for the provision of LAPIS Software Support Services during the extended period; and

WHEREAS, Section 3 (Changes and Amendments) of the Contract provides that, for any change which affects the contract term or contract sum included in this Contract, a negotiated modification shall be prepared and executed by CONTRACTOR, and thereafter by COUNTY's Board of Supervisors.

NOW, THEREFORE, in consideration of the foregoing and pursuant to Section 3 (Changes and Amendments) of the Contract, COUNTY and CONTRACTOR agree as follows:

1. Subsection 5.1 of Section 5 (Term) of the body of the Contract is amended to read as follows:
 - 5.1 Effective July 1, 2003, the term of this Contract shall be for a period of two (2) years and six (6) months, if not sooner terminated as provided herein (hereafter "Initial Term"). At the end of the Initial Term, commencing on January 1, 2006, COUNTY may, at its sole option, extend the Contract for two (2) years with a one (1) year renewal option, which may be exercised by COUNTY's Treasurer and Tax Collector (hereafter "TTC") on a month-to-month basis (hereafter "Extended Term"); provided that if COUNTY elects not to exercise any of its extension options at the end of the Initial Term, or any Extended Term, the remaining option(s) shall automatically lapse. COUNTY shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or any Extended Term, COUNTY notifies CONTRACTOR in writing of its election not to extend the Contract pursuant to this Section 5.1. As used throughout this Contract, the word "term" shall include the Initial Term and any and all Extended Term(s).
2. Except for the changes set forth herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board to be affixed and attested by the Executive Officer, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by it duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

CONTRACTOR
CompuTrust Software Corporation

By: _____
Signature

_____ ROSE KESSEL
Printed Name

_____ PRESIDENT
Title

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
Of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, Jr.
COUNTY COUNSEL

By: _____
Victoria Mansourian
Deputy County Counsel